

19, 1973, in Book 93, Page 502, as file No. 75, being the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, T93N, R21W of the 5th P. M., Franklin County, Iowa (and other land).

22. The State of Iowa By Robert D. Ray, Governor; Melvin D. Synhorst, Secretary of State; (Seal Affixed);

to

Marvin W. Oleson and Carolyn A. Oleson.

North 734.42 ft. from the W 1/4 Cor. of said Sec. 8, said parcel contains 21.6 acres, more or less. Which said tract has been purchased by the said Marvin W. Oleson and Carolyn A. Oleson in accordance with the provisions of the statutes of the State of Iowa and which sale has been duly approved by the Executive Council of the State of Iowa, subject to the conditions of Sections 306.22, 306.23, 306.24 and 306.25, Code of Iowa, 1975.

-) Patent.
-) Dated June 17, 1975.
-) Filed June 20, 1975.
-) Book 100 Page 524.
-) Grants: All that part of the SW 1/4 NW 1/4 of Sec. 8, T93N, R21W of the 5th P. M., Franklin County, Iowa, lying southerly from a line bearing S88°42'35"E and 1312.20 ft. in length commencing at a point on the west line of said SW 1/4 NW 1/4 Sec. 8 which is
-) line of said Sec. 8, said parcel contains 21.6

92
Township 92 North
Range 21 West
Section 8

23. Marvin W. Oleson and Carolyn A. Oleson, Husband and Wife,

to

Marlyn J. Hoelscher.

of the 5th P. M., Franklin County, Iowa, described as follows, to-wit: Commencing at the SW Corner of the NW 1/4 of said Section 8, thence North 437.42 Feet to the point of beginning, thence North 295 Feet, thence East 444 Feet, thence South 295 Feet, thence West 444 Feet to the place of beginning, contain-

-) Real Estate Contract.
-) Con. \$18,000.00.
-) Dated February 28, 1976.
-) Filed June 23, 1976.
-) Book 102 Page 473.
-) Conveys: A tract in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 92 North, Range 21 West
-) Section 8, Township 92 North, Range 21 West

23. Marvin W. Oleson and Carolyn A. Oleson, Husband and Wife, to
) Real Estate Contract.
) Con. \$18,000.00.
) Dated February 28, 1976.
) Filed June 23, 1976.
) Book 102 Page 473.
) Conveys: A tract in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
) Section 8, Township 92 North, Range 21 West
) of the 5th P. M., Franklin County, Iowa, described as follows, to-wit:
 Commencing at the SW Corner of the NW $\frac{1}{4}$ of said Section 8, thence North 437.42
 Feet to the point of beginning, thence North 295 Feet, thence East 444 Feet,
 thence South 295 Feet, thence West 444 Feet to the place of beginning, contain-
 ing 3.00 acres more or less.
 24. Total Purchase Price for said property is the sum of \$18,000.00 of which
 \$4,000.00 has been paid herewith, receipt of which is hereby acknowledged by
 Sellers and Buyers agree to pay the balance as follows:
 \$134.24 will be due and payable on March 15, 1976, and \$134.24 will be due and
 payable on or before the 15th of each month thereafter until March 15, 1986,
 when all sums of principal and interest then due under this contract will be
 due and payable in full. The payments of \$134.24 per month are meant to
 amortize over a seventeen year period.
 Buyers agree to pay interest from March 1, 1976 upon the unpaid balance at the
 rate of 9% per annum payable with each monthly payment. The above \$134.24
 payments include interest at 9% figured in said payments.
 25. Sellers agree to pay 100% of the regular taxes that become delinquent in 1976
 and 1/3rd of the taxes that become delinquent in the first half of 1977 and
 any unpaid taxes thereon payable in prior years and any and all special
 assessments for improvements which have been installed at the date of this
 contract; and Buyers agree to pay, before they become delinquent, all other
 current and subsequent taxes and assessments against said premises.
 Sellers agree to give Buyers possession of said premises on or before March 1,
 1976.
 If Buyers fail to perform this agreement in any respect, time being made the
 essence of this agreement, then Sellers may forfeit this contract as provided
 by Chapter 656 of the Iowa Code and all payments made and improvements made on
 said premises shall be forfeited; or Sellers may declare the full balance

This is A BONDED ABSTRACT

From

Franklin County Abstract Company, Hampton, Iowa

Book 102 page 473

Marvin Oleson and Carolyn Oleson

TO

Marlys J. Hoelscher

Real Estate Contract

Con. \$18,000

Dated February 28, 1976

Filed June 23, 1976

9% per annum payable with each monthly payment \$134.24 per month for 10 years ending

March 15, 1986

State of Iowa

Marvin W. & Carolyn A. Oleson

to

Marlys Hoelscher

Feb. 28, 1976

\$18,000

3 acres at 9%

8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

- (a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.
- (b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

xxx

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers.

11. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, held the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

12. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

13. (Here add further terms or provisions)

Sellers will provide at their expense a hog-tight fence on the north, south, and east sides of the real estate heretofore described using present fencing owned by the Sellers.

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 28th day of February, 19 76

Marlys J. Hoelscher
Marlys J. Hoelscher

BUYERS

Marvin W. Oleson
Marvin W. Oleson
Carolyn A. Oleson
Carolyn A. Oleson

SELLERS

Latimer, Iowa

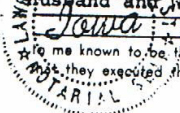
Buyers' Address

Latimer, Iowa

Sellers' Address

STATE OF IOWA, FRANKLIN COUNTY, ss:
On this 28th day of February, A. D. 1976

before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin W. Oleson and Carolyn A. Oleson,
husband and wife, and Marlys J. Hoelscher



to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed

Lawrence B. Gilchrist, Notary Public in and for the State of Iowa.

Real Estate Contract
(Short Form)

TO

Entered for taxation the _____ day of _____, 19____
By _____ Auditor _____ Deputy _____

Filed for record the 23 day of March, 1976
of Franklin County, Iowa, and recorded in 73
Book 102 of _____ on page 424
of _____ County Records.
By _____ Recorder _____ Deputy _____

WHEN RECORDED RETURN TO

BOOK 102, PAGE 474, 2039 XXX

CAUTION: If this is a transaction involving the Iowa Consumer Credit Code (Iowa Code Sections 480A.1 through 480A.10), see the Iowa Consumer Credit Code, Chapter 480A, Sections 480A.1, 480A.10, 480A.11, 480A.12, 480A.13, 480A.14, 480A.15, 480A.16, 480A.17, 480A.18, 480A.19, 480A.20, 480A.21, 480A.22, 480A.23, 480A.24, 480A.25, 480A.26, 480A.27, 480A.28, 480A.29, 480A.30, 480A.31, 480A.32, 480A.33, 480A.34, 480A.35, 480A.36, 480A.37, 480A.38, 480A.39, 480A.40, 480A.41, 480A.42, 480A.43, 480A.44, 480A.45, 480A.46, 480A.47, 480A.48, 480A.49, 480A.50, 480A.51, 480A.52, 480A.53, 480A.54, 480A.55, 480A.56, 480A.57, 480A.58, 480A.59, 480A.60, 480A.61, 480A.62, 480A.63, 480A.64, 480A.65, 480A.66, 480A.67, 480A.68, 480A.69, 480A.70, 480A.71, 480A.72, 480A.73, 480A.74, 480A.75, 480A.76, 480A.77, 480A.78, 480A.79, 480A.80, 480A.81, 480A.82, 480A.83, 480A.84, 480A.85, 480A.86, 480A.87, 480A.88, 480A.89, 480A.90, 480A.91, 480A.92, 480A.93, 480A.94, 480A.95, 480A.96, 480A.97, 480A.98, 480A.99, 480A.100.

Caution for yourself: For availability of the use of Federal Reserve Notes (U.S. Supreme Court Reports 33 L.Ed.2d 856).

CAUTION: Buyer should determine the impact of any of Federal Regulation H-10 or to Consumer Credit Code Disclosure upon this particular transaction.



REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between MARVIN W. OLESON and CAROLYN A. OLESON,
Husband and Wife,

of Franklin County, Iowa, Sellers, and MARLYS J. HOELSCHER

of Franklin County, Iowa, Buyers:

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Franklin County, Iowa, described as:

A tract in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Ninety-two (92) North, Range Twenty-one (21) West of the 5th P.M., Franklin County, Iowa, described as follows, to-wit: Commencing at the SW Corner of the NW $\frac{1}{4}$ of said Section 8, thence North 437.42 Feet to the point of beginning, thence North 295 Feet, thence East 444 Feet, thence South 295 Feet, thence West 444 Feet to the place of beginning, containing 3.00 acres more or less.

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of Eighteen Thousand Dollars (\$18,000.00) of which Four Thousand Dollars (\$4,000.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

\$134.24 will be due and payable on March 15, 1976, and \$134.24 will be due and payable on or before the 15th of each month thereafter until March 15, 1986, when all sums of principal and interest then due under this contract will be due and payable in full. The payments of \$134.24 per month are meant to amortize over a seventeen year period.

2. **INTEREST.** Buyers agree to pay interest from March 1, 1976 upon the unpaid balances, at the rate of nine per cent per annum, payable with each monthly payment. The above \$134.24 payments include interest at 9% figured in said payments.

3. **TAXES.** Sellers agree to pay 100% of the regular taxes that become delinquent in 1976 and 1/3rd of the taxes that become delinquent in the first half of 1977, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before March 1 1976.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter, until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage not less than \$20,000.00, or the balance owing under this contract, whichever is less, with interest payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale.

*Decide for yourself if that formula is fair. Buyers are purchasing a lot with newly built improvements.

RECORDED

'76 JUN 23 PM 3:24

VERNON PAULSON, RECORDER

FRANKLIN COUNTY, IOWA

HANDLED BY

WARRANTY DEED

Know All Men by These Presents: That MARVIN W. OLESON and CAROLYN A. OLESON, Husband and Wife

in consideration
of the sum of One Dollar (\$1.00) and Other Valuable Consideration
a hand paid do hereby Convey unto MARLYS J. HOELSCHER

Grantor Address: Latimer, Iowa

The following described real estate, situated in Franklin County, Iowa, to-wit:

A tract in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Eight (8), Township Ninety-Two (92) North, Range Twenty-one (21) West of the 5th P.M., Franklin County, Iowa, described as follows, to-wit:
Commencing at the SW Corner of the NW1/4 of said Section 8, thence North 437.42 Feet to the point of beginning, thence North 297 Feet, thence East 444 Feet, thence South 297 Feet, thence West 444 Feet to the place of beginning, containing 3.00 acres more or less.



RECORDED

'76 OCT 22 AM 11:01

VERNON PAULSON, RECORDER
FRANKLIN COUNTY
HAMPTON, IOWA

And the grantors do hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 22nd day of October, 19 76.

STATE OF IOWA,

COUNTY OF Franklin

On this 22nd day of October, 19 76, before me, the undersigned, a Notary Public in and for the State of Iowa,

Marvin W. Oleson and Carolyn A. Oleson, Husband and Wife

Marvin W. Oleson
MARVIN W. OLESON

Carolyn A. Oleson
CAROLYN A. OLESON

Latimer, Iowa

(Grantor's address)

BOOK 103 PAGE 166 FILE 711 REC 2.50

Lawrence S. Gilchrist, Notary Public in and for the State of Iowa

DANNEN, JERRY: O; FN 4-F-5; PH 579-6267; WF Angeline (father Bastian Munnik); CH Sandra, Robert; MI Lutheran; Army; Farm Bureau; Lifetime residents of Co.; Farm in family since 1906; WF Works for United Hydraulics; Rents land out; Works for Sukup Mfg. Latimer.

DAVIS, RONALD: T; FN 36-F-2; PH 456-3868; MI National Guard; Lived in Co. 8 yrs.; Works for Corn Belt Power Co-op. Hampton, Rt. 2.

DEPPING, HENRY: O; FN 18-F-1; PH 579-6287; WF Leone (father Vernon Finkle); CH Lynn (Des Moines), Kay (Mrs. Jim Wobschall); MI Church of Christ; Lifetime residents of Co.; Farm in family since 1919; 3 Grandchildren; Carpenter Work with Milton Ostergaard. Latimer.

DIRKSEN, JERRY: O; FN 12-F-1; PH 456-3019; WF Rose (father Christ Johnson); CH Richard (Mott Twp.); Gladys (Mrs. Delmar Koch, Sheffield), Carolyn (Mrs. Burdeen Sluiter, Dumont); MI Reformed; Lifetime resident of Co.; Farm in family since 1947; 16 Grandchildren; General farming, Grain, Beef, Hogs. Hampton, Rt. 2.

DOHRMANN, RAY D.: O; FN 14-F-3; PH 579-6424; WF Mildred (father August Schaefer); CH Carole (Mrs. Marvin Kracht, Hampton), Beverly (Mrs. Richard Saylor, Dubuque); MI Church of Christ; Farm Bureau; Lifetime residents of Co.; Farm in family 98 yrs.; 3 Grandchildren; General farming, Grain, Hogs, Beef, Poultry. Hampton, Rt. 2.

EISENTRAGER, GENE: R; FN 24-F-1; PH 456-3969; WF Julie (father Clarence Graper); CH Jeffrey, Jody (twins); MI Reserves; Farm Bureau; Lived in Co. 8 yrs.; General farming, Grain, Beef, Hogs. Hampton, Rt. 2.

ELLING, ALBERT: O; FN 22-F-1; PH 456-2085; WF Esther (father George Hopkey); MI Church of Christ; Farm Bureau; Liberty Lobby Board; Committee to Restore the Constitution; Lifetime residents of Co. Hampton, Rt. 2.

ELLING, FRED H. JR.: O; FN 22-F-2; PH 456-2995; WF Sharon (father Leonard Nielsen); CH Fred L.; MI Church of Christ; Lifetime resident of Co.; Farm in family about 95 yrs.; General farming, Grain, Beef, Hogs. Latimer.

ELLING, F. REX: O; FN 25-F-4; PH 456-2871; WF Mildred (father Bardelt Weers); CH Larry (married, Mason City), Glenn; MI Congregational; Army; Farm in family since 1928; WF Real Estate Salesman for Strover Real Estate; General farming, Grain, Hogs, Cattle. Hampton, Rt. 2.

ELPHIC, CLAIR: O; FN 36-F-4; PH 456-2043; WF Ruth (father Robert Daugherty); CH Eugene (farms with father), Margo (Mrs. David Emerson, Iowa Falls), Julie; MI Christian; Lifetime resident of Co.; Farm in family since 1914; 2 Grandchildren; General farming, Grain, Beef; Custom work. Hampton, Rt. 2.

ELPHIC, RAY: O; FN 25-F-3; PH 456-2006; WF Pearl (father AILEY)

HEILSKOV, ROBERT: O; FN 36-F-1; PH 456-2629; WF Phyllis (father Arthur Behn); CH Gerald (married, Hampton, helps operate farm), Steven (Hawkeye Tech), Susan, Scott; MI Lutheran; WF Ladies Aid; Korean Vet, Navy; American Legion; VFW; Farm Bureau; DHIA; Quarter Back Club; Board of Elders; School Board; Country Club; Beef Producers Assoc.; Lifetime residents of Co.; Farm in family since 1936; 1 Grandchild; General farming, Grain, Dairying, Beef Cattle. Hampton, Rt. 2.

HEINEKING, THEO.: Latimer; PH 579-6416; WF Clara (father G. Wm. Meyer); CH Don (Hubbard); MI Church of Christ; Bank of Hubbard Board; Lifetime resident of Co.; Farm in family 97 yrs.; 3 Grandchildren. Latimer, Box 728.

HEMMES, TOBY: T; Life lease on house; FN 5-F-2; PH 579-6261; WF Ruth (father George Blau); CH Janet (Mrs. Mike Atkinson, Hampton), Marlys (Mrs. Norman Pralle, Hampton), Judy (Mrs. John McCarville, Eldora); MI Reformed; Lifetime residents of Co.; Farm in family since 1935; 7 Grandchildren. Latimer.

HEMMES, WILLIAM MRS.: O; FN 4-F-3; PH 579-6262; (father Peter Pals); CH Bill (Waverly), Don (Hilo, Hawaii), Janie (Mrs. Tom Cook, Greeley, Colo.); MI Reformed; Lived in Co. 40 yrs.; WF Past School Teacher; Land rents out. Hampton, Rt. 2.

HOELSCHER, MARLYS: O; FN 8-F-5; PH 579-6382; (father Horace Shepherd); CH Jeannette, John, Lora, Ray Dale (Hampton), JoAnn (Mrs. Frank Teel, Scott AFB, Ill.), Michael (Nemo, S.D.), Elmer (Mt. Auburn); MI Lutheran; Farm in family 1 yrs.; 2 Grandchildren. Latimer, Rt. 1.

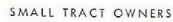
HOYER, MERLIN: OR; FN 16-F-1; PH 579-6423; WF Margo (father Anton Rother); CH Mitchell (ISU), Shereen; MI Church of Christ; Farm Bureau; Golf Club; Beef Producers Assoc.; Pork Producers Assoc.; Community Club; Lifetime residents of Co.; Farm in family since 1899; 3rd Generation on Farm; General farming, Grain, Beef, Hogs. Hampton, Rt. 2.

JANSEN, ANDREW: T; FN 26-F-2A; PH 456-2024; WF Marie (deceased) (father Lige Wilkinson); CH Dorothy (Mrs. Larry Miller, Woodward), Mary (Mrs. J. Courtney, Des Moines), Lois (Mrs. Hernandes, Denver, Colo.), Lillian (Mrs. Ray Ragdale, Janesville), Robert (Woodward), Andrew (deceased); MI Christian; Came from Germany in 1912, lived in Co. Since then; 16 Grandchildren. Hampton, Rt. 2.

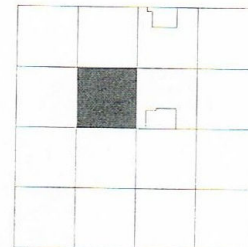
JOHANSEN, MARK: R; FN 34-F-1; PH 866-6976; MI Nazareth; Lifetime resident of Co.; General farming, Grain, Hogs. Hampton.

JOHANSEN, SILAS: O; FN 35-F-3; PH 456-3007; WF Paulene; CH Gary,

RANGE 21 WEST



SEC	TRACT	OWNER	ACRES
1	A	Earl Fehd, etux	10.00
	B	Carl Greimann	4.00
8	B	Marlin Jurgens	2.30
	B	Marlys Huelshier	3.00
9	A	Lester Schradal	3.00
10	2	Doris Weir	3.00
11	A	Steve Crabtree	3.25
15	1	Henny Caran	8.00
17	A	Gary Keesh	10.00
19	A	Gennie Gill	12.30
20	A	Keith Froie	10.00
26	A	Lyle Fraughten	9.88
27	A	Gaylen Weiland	9.00
30	A	Comm. School Dist.	18.00
31	A	Richard Cole	17.20
35	A	Albert Bobst	3.50



1975 Marlys Hoelscher

Book 103 page 166
Marvin W Oleson and Carolyn A. Oleson

TO

Marlys J. Hoelscher
Warranty Deed
Con. \$1 o.v.c.
Dated October 20, 1976
Filed October 22, 1976

Conveys: Here follows land described in Caption containing 3.00 acres more or
less
\$19.25 Revenue Stamp Affixed and Cancelled

Book 106 page 489
Maryln G. Mehl, single

TO

Marlys J. Hoelscher
Quit Claim Deed Con. \$1.00 o.v.c.
Dated November 21, 1978
Filed November 27, 1978

Quit claims: Here follows land described in Caption. Containing 3.00 acres more
or less.
Consideration less than \$500.00 No Stamps.

NOTE: TAXES in Marion Township.
Real Estate and Personal Taxes due last half of 1977 and first half of 1978 and
all prior years settled and paid in full.
Real Estate Taxes due last half of 1978 and first half of 1979 total tax \$165.73

Absracter's Notation.
State of Iowa, relating to Dissolution of Marriage, until the same have been
transferred to open filing.

29. Marvin W. Oleson and Carolyn A.
Oleson, Husband and Wife
to
Marlys J. Hoelscher
more of less.
\$19.25 Revenue Stamp Affixed and Cancelled.

) Warranty Deed
) Con. \$1.00 o.v.c.
) Dated October 20, 1976
) Filed October 22, 1976
) Book 103 Page 166
) Conveys: Here follows land described
) in Caption containing 3.00 acres

30. Maryln G. Mehl, single
to
Marlys J. Hoelscher

) Quit Claim Deed
) Con. \$1.00 o.v.c.
) Dated November 21, 1978
) Filed November 27, 1978
) Book 106 Page 489
) Quit claims: Here follows land
) described in Caption. Containing

3.00 acres more or less.
Consideration less than \$500.00 No Stamps.



QUIT CLAIM DEED

Know All Men by These Presents: That MARLYN G. MEHL, single

in consideration of the sum of
One Dollar (\$1.00) and Other Valuable Consideration
in hand paid do hereby Quit Claim unto MARLYS J. HOELSCHER

Grantee's Address: Latimer, Iowa

all our right, title, interest, estate, claim and demand in the following described real estate situated in
Franklin County, Iowa, to-wit:

A tract in the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Ninety-two (92) North, Range Twenty-one (21) West of the 5th P.M., Franklin County, Iowa, described as follows, to-wit: Commencing at the SW Corner of the NW $\frac{1}{4}$ of said Section 8, thence North 437.42 Feet to the point of beginning, thence North 297 Feet, thence East 444 Feet, thence South 297 Feet, thence West 444 Feet to the place of beginning, containing 3.00 acres more or less.

RECORDED

78 NOV 27 AM 11:03

VERNON PAULSON, RECORDER
FRANKLIN COUNTY
HAMPTON, IOWA

Consideration Less than \$500.00 No Stamps

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Dated November 21 1978

Marilyn G. Mehl
Marilyn G. Mehl

Belmond, Iowa 50421

(Grantor's Address)

Dated _____ 19____

(Grantor's Address)

Dated _____ 19____

(Grantor's Address)

(Grantor's Address)

STATE OF IOWA, COUNTY OF WRIGHT

On this 21st day of November, A.D. 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARLYN G. MEHL, single



GARY L. BERKLAND

to me known to be the person named in and the maker of the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Gary L. Berkland

Notary Public in and for the State of Iowa

RENTER Harlen Truelson
And Julie Truelson
1973 to 1979

Schmidts still owned it in 1970 until Feb. 1976

October 15, 1970

Mrs. Vernon Trawer of Alexander was honored at a coffee for her birthday at the home of Mrs. Harlan Truelson Wednesday afternoon. Other guests were Mrs. Alex Bellender, of Coulter, Mrs. F.H. Bruns, Mrs. Dean Bruns, Mrs. Merlin Braun, Mrs. Ron Moeller, Mrs. Gerald Schrieber, Mrs. David Neuberger and Mrs. Vern Olk.

*The HONORABLE ANDREW W. BOGUE, United States District Judge for the District of South Dakota, sitting by designation.

**United States Court of Appeals
FOR THE EIGHTH CIRCUIT**

No. 98-2431

United States of America, *
*

Plaintiff - Appellee, *
* Appeal from the United States
v. * District Court for the
* Northern District of Iowa.
Harlan Henry Truelson, *
* [PUBLISHED]
Defendant - Appellant. *

Submitted: December 15, 1998
Filed: March 12, 1999

Before BEAM and LOKEN, Circuit Judges, and BOGUE,* District Judge.

PER CURIAM.

Based upon the discovery of drugs and drug paraphernalia during a traffic stop, police searched the rural residence of Harlan H. Truelson, his brother, and his sons. The search uncovered 287 grams of marijuana in the barn, 68 grams of marijuana in a refrigerator inside the house, five scales in the basement, several boxes of ammunition, twenty seven unloaded firearms in a basement display case and an upstairs hall closet, and a .22 caliber pistol in the machine shed. Truelson stipulated 1The HONORABLE MARK W. BENNETT, United States District Judge for the Northern District of Iowa.

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to possessing eighteen of the rifles and shotguns. Pursuant to a plea agreement, the government dropped two drug trafficking counts, and Truelson pleaded guilty to being a felon in possession of one or more firearms in violation of 18 U.S.C. § 922(g)(1). He now appeals his thirty-four-month sentence, arguing he is entitled to a six-level reduction of his base offense level because he “possessed all ammunition and firearms solely for lawful sporting purposes or collection.” U.S.S.G. § 2K2.1(b)(2). We affirm.

The following evidence was introduced at the sentencing hearing. The twenty seven firearms found in the house included a wide variety of old and new shotguns

and rifles, plus two handguns. There were several kinds of ammunition in many boxes, two or three of which were partially empty. There were four to six gun collector books but no purchase receipts for most of the firearms. Only one box of ammunition appeared to be “old, antiquated, or collector-type ammunition.” Truelson testified that he had never fired any of the guns and only purchased some of the ammunition because it was on sale. Only on cross examination was Truelson directly asked whether he possessed the firearms for collection. He responded:

Q. Is it your testimony today, though, that . . . you . . . were purchasing or possessing firearms for collection purposes if I’m understanding you correctly?

A. With my son, yeah, pretty much.

(Emphasis added.) Based upon this evidence, and taking into account the dismissed drug trafficking charges, the district court¹ found that Truelson had not proved the firearms were possessed solely for lawful sporting purposes or collection.

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On appeal, Truelson argues he possessed the firearms “solely for . . . collection” and is therefore entitled to the § 2K2.1(b)(2) reduction. Truelson bears the burden of proof on this issue. We review the district court’s finding regarding his purpose in possessing the firearms for clear error. See *United States v. Kissinger*, 986 F.2d 1244, 1246 (8th Cir. 1993). The issue turns upon the relevant surrounding circumstances, which include “the number and type of firearms, the amount and type of ammunition, the location and circumstances of possession and actual use, [and] the nature of the defendant’s criminal history.” U.S.S.G. § 2K2.1, cmt. (n.10). Truelson argues there was insufficient evidence of a nexus between the firearms and his alleged drug trafficking, relying on *United States v. Mendoza-Alvarez*, 79 F.3d 96, 98-99 (8th Cir. 1996). But that case turned on the question whether the firearms were “otherwise unlawfully use[d]” for purposes of § 2K2.1(b)(2), not on whether they were used “solely for . . . collection.” In this case, taking into account the variety of new and used guns, the presence of partially used ammunition, Truelson’s equivocal answer regarding collection, and the evidence of on-going drug activity, the district court’s finding that Truelson failed to prove the firearms were possessed *solely* for collection was not clearly erroneous.

The judgment of the district court is affirmed.

A true copy.

Attest:

CLERK, U. S. COURT OF APPEALS, EIGHTH CIRCUIT.

October 15, 1970

